



Memorandum

File:

Date: 1-21-76

To: File

From: A. Harris, Agency Attorney

Subject: Comments on Proposed Joint Powers Agreement Between City of Half Moon Bay and Granada and Montara Sanitary Districts

It should be noted that these comments are based on my review of the document which, of necessity, was cursory due to the time constraint of receiving the draft on the afternoon of January 21 and having to present Agency comments to the affected agencies on January 22.

Structural Inconsistencies:

1. Page 5, Item III. b. . Designation of Directors

No definition is stated for "city" or "district". The language should be changed to "Half Moon Bay shall appoint two representatives to SAM" and "Granada and Montara shall appoint one representative each".

2. Page 6. Majority of members of the board shall constitute a quorum. That is confusing with a board composed of four members. "Quorum" should be defined as 3.

Major Problems:

1. Page 7, Item III. F. (4). No project shall be commenced without consent of every participating agency. It is in this whole area that agreement is confusing and fuzzy. Under "Definitions", page 3. I.(1) defines project to include studies, plans, or facilities. However, on page 12 in section dealing with "Planning Policy", the member agencies authorize the board of SAM to undertake such studies, etc. Question is what studies should be and should include, but since under definition of projects such study or plan is included, before anything could be done--even though the member agencies authorize the board to undertake the studies, nothing could be done unless all participating agencies gave unanimous consent, presumably on a plan for the area which would include all three on a regional basis.

If they are firm on limiting the agreement, a possible limitation could be: "Project cannot proceed or commit a member agency unless that member agency has voted for the project." The way is it set up, in addition to the board of SAM, the Council and Boards of Directors of the sanitary districts have to pass on the project.

The restrictions and limitations with respect to projects, which includes be its own definition planning activity, needs clarification.

A clear definition of what they expect SAM to do and what direction they are going is essential. No reference is contained in the proposed agreement to prior projects and prior proposals, and that is what we are talking about. DESCRIBE THE PROJECT THEY EXPECT SAM TO DO!

On General Budget and Project Budget: What is it they have in mind? Reading it legally, it is very confusing and I can see a lot of pitfalls. That area should be commented on by our planning people. However, it should be pointed out that we received this thing on Wednesday, and they want analysis and comment back on Thursday. This absolutely precludes necessary staff discussion by our staff with their staffs to find out what really does this mean. What are they really getting together for. This concept of creating an independent agency would, in effect, resolve the problem of lead agency. The problem is in the area of general powers, duties, functions, etc. The proposed agreement contains the standard stuff, but the whole area of effect of limitations the agreement puts on development of projects should be questioned.